

1
2 BILL NO. S-89-11- 23
3

4 SPECIAL ORDINANCE NO. S-200-89.
5

6 AN ORDINANCE approving Contract FOR
7 RES. 1043-88, GRETNA AVENUE WATER MAIN
between SCHEIDLEMAN EXCAVATING, INC.
and the City of Fort Wayne, Indiana,
in connection with the Board of Public
Works and Safety.

8 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
9 THE CITY OF FORT WAYNE, INDIANA:

10 SECTION 1. That the Contract FOR RES. 1043-88, GRETNA
11 AVENUE WATER MAIN by and between SCHEIDLEMAN EXCAVATING, INC.
12 and the City of Fort Wayne, Indiana, in connection with the
13 Board of Public Works and Safety, is hereby ratified, and
14 affirmed and approved in all respects, respectfully for:

15 the installation of 1134+/- LF of
16 CL50, 6" ductile iron water main on
Gretna Avenue from Wayne Trace to
Bueter Road in Fairfax Addition;

17 involving a total cost of Sixteen Thousand Six Hundred Ninety-
18 One and 70/100 Dollars (\$16,691.70).

20 SECTION 2. Prior Approval has been requested from
21 Common Council on October 11, 1989. Two copies of said
22 Contract are on file with the Office of the City Clerk and
23 made available for public inspection, according to law.

24 SECTION 3. That this Ordinance shall be in full force
25 and effect from and after its passage and any and all
26 necessary approval by the Mayor.

27
28 
29 Councilmember

30 APPROVED AS TO FORM
31 AND LEGALITY

32 
J. Timothy McCaulay, City Attorney

CONSTRUCTION CONTRACT

Board Order 25-88

Contract 1043-88

Work Order 64133

THIS CONTRACT made and entered into in triplicate this 25th day of October, 1989, by and between SCHEIDLEMAN EXCAVATING, INC., herein called CONTRACTOR, and the CITY OF FORT WAYNE, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works and Safety, herein called OWNER;

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations hereinafter named, agree as follows:

ARTICLE 1: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

The installation of 1134+ LF of CL50, 6" ductile iron water main on Gretna Avenue from Wayne Trace to Bueter Road in Fairfax Addition.

All according to Fort Wayne Water Utility, Drawing No. Y-10649, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2: THE CONTRACT SUM

The owner shall pay CONTRACTOR for the performance of the contract, the unit price sum of \$16,691.70 (Sixteen Thousand Six Hundred Ninety One Dollars and seventy cents). In the event the amount of work is increased or decreased by OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the CONTRACTOR'S Proposal.

ARTICLE 3: PROGRESS PAYMENTS

The OWNER shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by OWNER upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the CONTRACTOR and approved or revised by the Engineering Department of the OWNER less the aggregate of previous payments, will be paid by OWNER to the CONTRACTOR.

ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the CONTRACTOR that the work is ready for final inspection and acceptance, the Board of Public Works and Safety will direct the Engineering Department of the OWNER to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works and Safety, which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon, the entire balance of the Contract sum shall be due and payable to the CONTRACTOR; provided only that CONTRACTOR shall first furnish OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

ARTICLE 5: WORKMEN'S COMPENSATION ACT

The CONTRACTOR will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for Damages for injury to real or personal property, or for injury sustained by any person growing out of any act or doing of CONTRACTOR, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor(s) in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CONTRACTOR, shall be conclusive against CONTRACTOR as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that CONTRACTOR indemnify and hold harmless OWNER in the premises.

ARTICLE 6: NONDISCRIMINATION OF LABOR

The CONTRACTOR further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after completion of construction or upon request of the Office of Compliance.

ARTICLE 7: PREVAILING WAGE SCALE

The CONTRACTOR agrees to pay, and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne according to the applicable wage scale as included in the bid documents.

ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids for Resolution No. 1043-88
- b. Instructions to Bidders for Resolution No. 1043-88
- c. Contractor's Proposal dated October 4, 1989
- d. Fort Wayne Engineering Department Drawing Y-10649
- e. Supplemental Specifications for Resolution No. 1043-88
- f. Workman's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.
- g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
- h. Prevailing Wage Scale.
- i. Performance and Guaranty Bond.
- j. Labor and Material Payment Bond.
- k. Right-of-Way Cut Permit.
- l. Comprehensive Liability Insurance Coverage.
- m. Form 96.

ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the CONTRACTOR shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the work by the OWNER.

ARTICLE 10: INDEMNITY

CONTRACTOR shall furnish to OWNER, within ten (10) days of the date hereof, a certificate from an insurer acceptable to OWNER showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to OWNER and in accordance with the Statutes of the State of Indiana.

ARTICLE 11: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this Contract shall be subject to the decision of the Director of Board of Public Works and Safety of the OWNER, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works and Safety.

ARTICLE 12: COMPLETION DATE

The CONTRACTOR agrees to complete the work specified in the contract within ninety (90) consecutive calendar days after having been ordered by the OWNER to commence work under this contract.

ARTICLE 13: COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the OWNER by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

ARTICLE 14:

This contract is governed by Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
the day and year first above written.

CONTRACTOR: Scheidleman Excavating, Inc.

By:


John Scheidleman, President

CITY OF FORT WAYNE

By:


Paul Helmke, Mayor

BOARD OF PUBLIC WORKS AND SAFETY

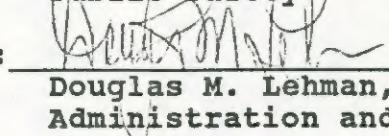
By:


Charles E. Layton, Director
Public Works

By:


Michael McAlexander, Director
Public Safety

By:


Douglas M. Lehman, Director
Administration and Finance

ATTEST:


Helen V. Gochenour, Clerk

ACKNOWLEDGEMENT

STATE OF INDIANA)

SS:

COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this
18 day of October, 1989, personally appeared
the within named John Scheidleman, who being by me first duly sworn
upon his oath says that he is the President of Scheidleman
Excavating, Inc., and as such duly authorized to execute the
foregoing instrument and acknowledged the same as the voluntary act
and deed of Scheidleman Excavating, Inc., for the uses and purposes
therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my
official seal.

M. Carol Ciceri

Notary Public

M. CAROL CICERI

Printed Name of Notary

My Commission Expires:

10/27/92

Resident of Allen County.

ACKNOWLEDGEMENT

STATE OF INDIANA)

SS:

COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this
30th day of Oct., 1989, personally
appeared the within named Paul Helmke, Charles E. Layton, Michael
McAlexander, Douglas M. Lehman, and Helen V. Gochenour, by me
personally known, who being by me duly of sworn said that they are
respectively the Mayor of the City of Fort Wayne, and Director,
Members, and Clerk of the Board of Public Works and Safety of the
City of Fort Wayne, Indiana, and that they signed said instrument
on behalf of the City of Fort Wayne, Indiana, with full authority
so to do and acknowledge said instrument to be in the voluntary act
and deed of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my
official seal.

Carolyn S Eschmann
Notary Public

CAROLYN S. ESCHMANN
NOTARY PUBLIC STATE OF INDIANA
ALLEN CO.
MY COMMISSION EXPIRES JUNE 21, 1991
ISSUED THRU INDIANA NOTARY ASSOC.

Printed Name of Notary

My Commission Expires: _____

Resident of _____ County.

Approved by the Common Council of the City of Fort Wayne on _____
day of _____, 1989.

Special Ordinance No. _____.



Wausau Insurance Companies

PERFORMANCE BOND

Any correspondence in relation to this bond should be directed to:
Wausau Insurance Companies
Surety Underwriting
2000 Westwood Drive
Box 150
Wausau, Wisconsin 54401

KNOW ALL MEN BY THESE PRESENTS:

Bond Number 1950 33 066723-C

That Scheidleman Excavating, 9423A Lima Road, Ft. Wayne, IN 46818
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and EMPLOYERS INSURANCE OF WAUSAU A Mutual Company
(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto
City of Fort Wayne, IN, One Main Street, Fort Wayne, IN 46802

(Here insert full name and address or legal title of Owner)

Sixteen thousand, six hundred and ninety one and seventy cents Dollars (\$16,691.70),
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated Notice of award October 5, 1989,
entered into a contract with Owner for Gretna Avenue water main extension.

(Here insert full name, address and description of project)
in accordance with Drawings and Specifications prepared by City of Fort Wayne, Indiana

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due or before the expiration of one (1) year from the Date of Substantial Completion of the Project, whichever is later.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 6th day of October, 1989

Carole Aver
(Witness)

Scheidleman Excavating, Inc.

(Principal)

(Seal)

President

By John D. Scheidleman

Lisa Shannon
(Witness)

EMPLOYERS INSURANCE OF WAUSAU A Mutual Company

(Surety)

(Seal)

By Bruce Pippenger
Bruce Pippenger (Attorney-in-Fact)

EMPLOYERS INSURANCE OF WAUSAU A Mutual Company
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, a corporation duly organized and existing under the laws of the State of Wisconsin, and having its principal office in the City of Wausau, County of Marathon, State of Wisconsin, has made, constituted and appointed, and does by these presents make, constitute and appoint _____

BRUCE PIPPENGER

its true and lawful attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver ANY OR ALL BONDS, UNDERTAKINGS, RECOGNIZANCES OR OTHER WRITTEN OBLIGATIONS IN THE NATURE THEREOF, NOT TO EXCEED THE PENAL SUM OF FIVE MILLION DOLLARS (\$5,000,000).

and to bind the corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the corporation and duly attested by its secretary hereby ratifying and confirming all that the said attorney-in-fact may do in the premises.

This power of attorney is granted pursuant to the following resolution adopted by the Board of Directors of said Company at a meeting duly called and held on the 18th day of May, 1973, which resolution is still in effect:

"RESOLVED, that the President and any Vice President — elective or appointive — of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company be, and that each of them hereby is, authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute on behalf of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company bonds, undertakings and all contracts of suretyship; and that any secretary or assistant secretary be, and that each or any of them hereby is, authorized to attest the execution of any such power of attorney, and to attach thereto the seal of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company."

"FURTHER RESOLVED, that the signatures of such officers and the seal of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures and facsimile seal shall be valid and binding upon the EMPLOYERS INSURANCE OF WAUSAU A Mutual Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

IN WITNESS WHEREOF, EMPLOYERS INSURANCE OF WAUSAU A Mutual Company has caused these presents to be signed by the vice president and attested by its assistant secretary, and its corporate seal to be hereto affixed this 1ST day of JULY, 19 85.

EMPLOYERS INSURANCE OF WAUSAU A Mutual Company



By R. D. Farnsworth

Vice President

Attest:

J. L. Smith
J. L. Smith
Assistant Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

On this 1ST day of JULY, 19 85, before me personally came R. D. Farnsworth, to me known, who being by me duly sworn, did depose

and say that he is a vice president of the EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year herein first above written.

Donna Lutzow

Donna Lutzow
NOTARY PUBLIC
STATE OF WISCONSIN
MY COMMISSION IS PERMANENT

Notary Public

STATE OF WISCONSIN)
CITY OF WAUSAU) ss.
COUNTY OF MARATHON)

CERTIFICATE

I, the undersigned, assistant secretary of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, a Wisconsin corporation, do hereby certify that the foregoing and attached power of attorney, WHICH MUST CONTAIN A VALIDATING STATEMENT PRINTED IN THE MARGIN THEREOF IN RED INK, remains in full force and has not been revoked; and furthermore that the resolution of the Board of Directors set forth in the power of attorney is still in force.

Signed and sealed in the City of Wausau, Marathon County, State of Wisconsin, this 6th day of October, 19 89.

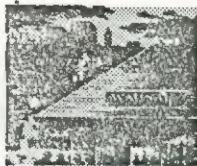


J. L. Smith

James L. Smith

Assistant Secretary

NOTE: IF YOU HAVE ANY QUESTIONS REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 1-800-555-1234.



Wausau Insurance Companies

Duplicate of A.I.A. Form A311/CM June 1980 Edition

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE
BOND IN FAVOR OF THE OWNER CONDITIONED ON THE
FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

Any correspondence in relation to this
bond should be directed to:

Wausau Insurance Companies

Surety Underwriting

2000 Westwood Drive

Box 150

Wausau, Wisconsin 54401

Bond Number 1950 33 066723-C

LABOR & MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That Scheidleman Excavating, Inc. 9423A Lima Road, Fort Wayne, IN 46818

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and

EMPLOYERS INSURANCE OF WAUSAU A Mutual Company

(Here insert full name and address or legal title of Surety)

City of Fort Wayne, IN, One Main Street, Fort Wayne, IN 46802, as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of
Sixteen thousand, six hundred and ninety one and seventy Dollars (\$16,691.70)
(Here insert a sum equal to at least one-half of the contract price) cents

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 19_____, entered into a contract with Owner for Gretna Avenue water main extension.

(Here insert full name, address and description of project)

in accordance with Drawings and Specifications prepared by _____

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinabove defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made a public officer.
 - b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract or after the expiration of one (1) year following the date of Substantial Completion of the Project, whichever is later, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 11th day of October, 19 89

Carol Acre

(Witness)

Scheidleman Excavating, Inc.

(Principal)

(Seal)

[Handwritten signature]

EMPLOYERS INSURANCE OF WAUSAU A Mutual Company

(Surety)

(Seal)

By Bruce Pippenger
Bruce Pippenger (Attorney-in-Fact)

Lisa Shannon (Witness)

Read the first time in full and on motion by Henry,
seconded by Dalton, and duly adopted, read the second time by
title and referred to the Committee on City Utilities (and the
City Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Conference Room 128, City-County Building,
Fort Wayne, Indiana, on 19, the 11 day
of November, 1989, at 10 o'clock A.M., E.S.T.

DATED: 11-19-89

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry,
seconded by Edmonds, and duly adopted, placed on its
passage. PASSED LOST by the following vote:

| | <u>AYES</u> | <u>NAYS</u> | <u>ABSTAINED</u> | <u>ABSENT</u> |
|--------------------|-------------|-------------|------------------|---------------|
| <u>TOTAL VOTES</u> | <u>6</u> | | | <u>3</u> |
| <u>BRADBURY</u> | <u>✓</u> | | | |
| <u>BURNS</u> | <u>✓</u> | | | |
| <u>EDMONDS</u> | <u>✓</u> | | | |
| <u>GiaQUINTA</u> | | | | <u>✓</u> |
| <u>HENRY</u> | <u>✓</u> | | | |
| <u>LONG</u> | <u>✓</u> | | | |
| <u>REDD</u> | | | | <u>✓</u> |
| <u>SCHMIDT</u> | | | | <u>—</u> |
| <u>TALARICO</u> | <u>✓</u> | | | |

DATED: 11-28-89

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. S-200-89
on the 28th day of November, 1989.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

ATTEST
Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 29th day of November, 1989,
at the hour of 1:30 o'clock P.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 5th day of December,
1989, at the hour of 12:30 o'clock P.M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

Admin. Appr.

TITLE OF ORDINANCE Contract for Res. 1043-88, Gretna Avenue Water Main

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The contract for Res. 1043-88 is for the installation of 1134+ LF of CL50, 6" ductile iron water main on Gretna Avenue from Wayne Trace to Bueter Road in Fairfax Addition. Scheidleman Excavating, Inc., is the Contractor.

PRIOR APPROVAL RECEIVED ON 10/11/89

S-89-11-23

EFFECT OF PASSAGE Improved water conditions at above location

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$16,691.70

ASSIGNED TO COMMITTEE

BILL NO. S-89-11-23

REPORT OF THE COMMITTEE ON CITY UTILITIES

THOMAS C. HENRY, CHAIRMAN
MARK E. GIAQUINTA, VICE CHAIRMAN
LONG, BURNS, TALARICO

WE, YOUR COMMITTEE ON FINANCE

TO WHOM WAS

REFERRED AN (ORDINANCE) (RESOLUTION) approving Contract FOR
RES. 1043-88, GRETNNA AVENUE WATER MAIN between SCHEIDLEMAN
EXCAVATING, INC. and the City of Fort Wayne, Indiana, in
connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (RESOLUTION)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

John Peacock
Mark Henry
PB
Samuel Talarico

DATED: 11-28-89.

Sandra E. Kennedy
City Clerk